

COTTON CLERK'S APPLICATION AGREEMENT

NOTE: The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a). The authority for requesting the following information is the Cotton Loan Program Regulations (7 CFR 1427). These regulations provide that qualified persons, who desire to act as cotton clerks to assist producers in the preparation and execution of loans and loan deficiency payment (LDP) forms under cotton loan and LDP programs of CCC, shall execute and file a written certification and agreement with CCC. This agreement and certification, Form CCC-810, is the required agreement, and without it authority to execute CCC cotton loan and LDP program forms, and be compensated for services performed as cotton clerk will not be granted. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 371, 641, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

PART A - APPLICATION

The undersigned person, hereby makes application to be a cotton clerk in order to assist producers in preparing loan and loan deficiency payment (LDP) documents for producers whose farm records are kept in the following county Farm Service Agency (FSA) office(s):

In addition:

- ☐ 1. I do not wish to advance CCC loan or LDP amounts to producers.
- ☐ 2. I wish to advance CCC loan and LDP amounts to producers:
- ☐ a. through the following financial institution _____
- ☐ b. through the following entity _____
- ☐ c. from my own account or the account of my employer _____

3. SIGNATURE OF APPLICANT

DATE (MM-DD-YYYY)

4. BUSINESS ADDRESS OF COTTON CLERK

5. NAME OF COTTON CLERKS EMPLOYER (If applicable)

PART B - AGREEMENT

THIS AGREEMENT made and entered into this (1) _____ day of (2) _____, (3) 20 _____

by and between Commodity Credit Corporation (CCC) and (4) _____

(NAME OF COTTON CLERK)

WITNESSETH:

WHEREAS, CCC desires that qualified persons act as cotton clerks to assist producers in the preparation and execution of loan and LDP forms under cotton loan programs of CCC, and the persons named above desires to be approved as a cotton clerk under such programs:

NOW, THEREFORE, CCC does hereby approve the person named above, cotton clerk under such programs, and in consideration of the premises and other considerations contained herein, the parties hereto agree as follows:

- The cotton clerk shall be familiar with the provisions of the cotton loan and LDP programs for each crop as contained in Handbook 14-CN, 7 CFR Part 1427 (the Regulations), the CCC Cotton Loan Program Regulations, the forms, and other instructions issued by the county FSA committee ("county committee") which approves the cotton clerk on behalf of CCC.
- Subject to the other provisions of this Agreement, the cotton clerk may assist eligible producers in the preparation of loan and LDP documents. The cotton clerk shall sign as witness to the producer's signature on each Form CCC-Cotton-A only if the cotton clerk personally sees the producer sign CCC-Cotton-A. **The cotton clerk shall not sign as witness with respect to their own or their spouses signature on form CCC-Cotton-A. A cotton clerk who signs a Form CCC-Cotton-A for a producer under a power of attorney shall not sign as witness on such form.**
- Before assisting a producer in preparing loan or LDP documents, the cotton clerk shall determine that such producer is an eligible cotton producer as defined in the Regulations; that the cotton on which the loan or LDP is desired is eligible cotton as defined in the Regulations; and that the cotton pledged as collateral for loan is free and clear of all liens and encumbrances.
- After completion of loan or LDP documents, the cotton clerk shall deliver such loan or LDP documents, with bale on diskette or through the National Cotton Council (NCC) telecommunication network, to the producer for delivery to the county office which keeps the farm program records for the farm on which the cotton was produced (county office) for disbursement, or if requested to do so by the producer, the cotton clerk may mail or deliver such documents and diskette, or if applicable, NCC information to the county office on behalf of the producer. Diskettes provided with bale data must be in a format approved by CCC.

5. The cotton clerk shall inform each producer whom the cotton clerk assists in the preparation of loan documents that the producer should retain the Producer's Copy of such forms for their records after they are returned to the producer by the county office, since these forms may be needed in redeeming the producer's cotton. The cotton clerk shall also inform each producer that if the producer desires to redeem cotton or authorize someone else to redeem it, the producer or the producer's duly authorized agent may redeem such cotton at a level which is the lesser of:
- (A) The total amount of the loan principal plus interest and charges that have accrued with respect to such cotton; or
 - (B) Such lower level as determined and announced by CCC which is in effect on the day the repayment is received by the county office that disbursed the loan.
- Authorize the redemption, and if applicable, extension of the cotton by another person by executing a CCC-605 and delivering such form to the person authorized to redeem, or if applicable, extend the cotton.
6. The cotton clerk agrees that services as a cotton clerk, will be made available to producers without in any way discriminating against any producer because of the producer's race, color, religion, national origin, age, sex, marital status or disability.
7. As full compensation for services performed as cotton clerk, the cotton clerk may collect fees from producers for assisting them in preparing acceptable loan and LAP documents not in excess of the fees set forth below. These fees may be collected from the producer or may be paid from the loan or LDP proceeds by the county office. For fees other than cotton clerk fees that are payable from the loan or LDP proceeds to the cotton clerk, a written statement of such proceeds shall be given to the producer and applicable county office.

| NO. OF BALES | MAXIMUM FEE ALLOWED |
|--------------|---|
| 1 | 25 CENTS |
| 2 - 6 | 25 cents plus 15 cents for each bale over 1 |
| 7 and over | \$1 plus 10 cents for each bale over 6 |

8. The county committee shall provide necessary instructions, training, and supervision for the cotton clerk.
9. The cotton clerk is authorized to assist producers in preparing loan and LDP documents for producers whose farm records are kept in the following county FSA office(s):
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10. In addition to assisting producers in preparing loan and LDP documents and providing bale data, the loan clerk:
- ☐

a. shall not advance CCC loan or LDP amounts to producers
- ☐

b. may advance CCC loan and LDP amounts to producers through the financial institution listed in Part A
- ☐

c. may advance CCC loan and LDP amounts to producers from their own accounts, accounts of their employer, or through the entity listed in Part A.

If the cotton clerk is approved to advance CCC loan and LDP amounts, the cotton clerk understands that CCC may require proof that the advance was made to the producer before reimbursement by CCC to such cotton clerks and any determination by CCC that such funds were not advanced before reimbursement shall result in CCC immediately terminating this agreement.

IT IS FURTHER AGREED that this Agreement and approval as a cotton clerk do not constitute the cotton clerk a Federal employee or an agent of CCC or the United States Government. It is agreed that this Agreement and the approval as cotton clerk shall remain effective until terminated at any time by CCC or the cotton clerk. The cotton clerk shall cease preparation of loan documents upon sending CCC a notice of termination or upon receipt from CCC of a notice of termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date set forth above.

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| 11. SIGNATURE OF COTTON CLERK | DATE (MM-DD-YYYY) |
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For Commodity Credit Corporation

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| 12. By | 13. NAME AND ADDRESS OF FSA OFFICE |
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